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COLLECTIVE BARGAINING AGREEMENT

between

THE VILLAGE OF BROCKPORT

and

BROCKPORT STETSON CLUB

June 1, 2003 to May 31, 2007

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

BROCKPORT STETSON CLUB
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AGREEMENT

BROCKPORT

This Agreement made and entered into this first day of June, 2004, by and between the Village Board of the Village of Brockport, County of Monroe, State of New York, hereinafter referred to as the "Village" and Brockport Stetson Club, hereinafter referred to as the "Stetson Club". This Agreement shall be in effect from June 1, 2003, through May 31, 2007.

ARTICLE 1
PURPOSE AND INTENT

It is the purpose of this Agreement to effectuate the provisions of Chapter 391 of the Laws of the 1967 (the Public Employees Fair Employment Act), to provide orderly collective negotiating relations between the Village and the Stetson Club, to secure prompt and equitable disposition of grievances and establish fair wages, hours, and working conditions for the employees covered by this Agreement.

The parties recognize that the interest of the community and job security of the employees depend upon the Employer's success in establishing a proper service to the community.

ARTICLE 2
RECOGNITION

Section 1: Negotiating Representative

The Village recognizes the Stetson Club as the sole and exclusive bargaining agent for the purposes of administering the collective bargaining agreement between the parties, processing grievances, establishing working conditions including hours, wages, and retirement benefits for all members of the bargaining unit including all part-time and full-time patrolmen, sergeants and all assignments contained therein.

Section 2: Payroll Deduction

The Village agrees to deduct from the wages of employees and remit to the Stetson Club regular membership dues on behalf of those employees who have signed authorizations permitting such payroll deductions.

Section 3: Agency Shop

The parties recognize that this is an agency shop agreement. It is understood that each employee who is a member of the bargaining unit, herein above defined, but is not a member of the Stetson Club, Brockport, New York, shall be liable to contribute to said Club as representative costs, an equivalent to Club dues as are from time to time authorized, levied, and collected from the general membership of the Stetson Club.

The Village agrees to deduct an amount equal to the normal monthly dues paid by Club members from the earnings of each said employee who is not a Club member as their representative costs.

The Stetson Club agrees to hold the employer safe and harmless because of said deduction.

ARTICLE 3

BAN ON STRIKES

It is recognized that the need for continued and uninterrupted operation of the Village's department and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this Agreement, parties hereto agree that there will not be and that the Union, its officers, members, agents, or principals will not engage in, encourage, sanction, or suggest strikes, slowdowns, mass resignations, mass absenteeism, or other similar action which would involve suspension of or interference with normal work performance.

ARTICLE 4
EMPLOYEE'S RIGHTS

Section 1: Non-Interference - Village

The Village will not interfere with, restrain, intimidate or coerce any employee because of membership or non-membership in the Stetson Club or on account of lawful activity on its behalf, so long as said activity does not interfere with the employee's duties or with the carrying out of the responsibilities and the operation of the Brockport Police Department.

Section 2: Non-Interference - Stetson Club

The Stetson Club and its members will not interfere with, restrain, intimidate or coerce any employee with respect to his right to work or with his respect to his membership in or activity on behalf of the Stetson Club. There shall be no solicitation of employees during working hours for the Stetson Club dues or membership.

Section 3: Release Time

The Union President or his designee shall be given up to an aggregate of 80 hours per year to attend to or conduct Stetson Club business as paid release time. That said release time shall be used only to excuse the President or his designee from a regularly scheduled shift/shifts. These persons shall be considered on-duty when attending, going to or coming from Union business. The Chief of Police may grant additional paid release time in excess of the 80 hours at his discretion upon request of the Union President.

ARTICLE 5
RIGHTS OF EMPLOYER

Section 1: Management of Services

The Employer retains the sole right to manage its business and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating its business and services, and the control of real estate, buildings, materials, parts, tools, machinery, and all equipment which may be used in the operation of its business or in supplying its services to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered by this Agreement; to maintain order and efficiency in all its departments and operations.

The Employer maintains the right to discipline, suspend, and discharge employees for cause; to hire, layoff, assign, transfer, promote and determine the qualifications of employees provided that such action is consistent with the provisions of this Agreement or consistent with regulations provided by law.

ARTICLE 6
PROBATIONARY EMPLOYEES

New employees shall remain probationary until after completion of one year of service from the date of the employee's hiring. Upon completion of said period, such employees shall enjoy seniority status from the date of employee's hiring. Employees shall have no seniority rights

during this probationary period. Their employment may be terminated at any time at the sole discretion of the Village. Discharge during the probationary period shall not be subject to the grievance and arbitration procedure. An employee who returns to the Village after a resignation shall not be subject to the probationary period. Promoted officers are to be governed by Civil Service rules.

If an employee is hired on a part-time or provisional basis and is then made a full-time employee and has already been employed for at least one year, then it will be deemed that said employee has already completed his probationary period.

ARTICLE 7 PROVISIONAL APPOINTMENTS

Provisional appointments shall receive the job classification, pay scale, and all other benefits included in the job classification under Civil Service and this Agreement. The employee will hold this status until a Civil Service examination is available, and after having taken said examination, shall be notified by the Civil Service Commission as to their future status.

Upon passing the Civil Service examination and being hired by the Village, the provisional appointment shall have seniority from the date of the provisional appointment. If an employee fails to pass the Civil Service examination and the Village hires one who did qualify, the Village is under no obligation to retain the provisional appointee in any other position, unless the provisional appointment was one of rank and within the realm of employment of the Brockport Police Department at the time of the provisional appointment.

If an employee fails to pass the Civil Service examination and the Village hires one who did qualify, the Village, the Stetson Club and the employee who failed to qualify shall meet to discuss the alternatives to the parties involved.

ARTICLE 8

PART-TIME EMPLOYEES

Section 1: Definition

Part-time employees shall be defined as employees working a regular or irregular schedule, but not in excess of 31 hours per week for their specific department. This 31-hour limitation can be extended if an emergency situation arises.

Section 2: Full-time Benefits

If a part-time employee works in excess of 31 hours per week for eight (8) consecutive pay periods, he shall be entitled to full-time benefits commencing in the ninth pay period if he works more than 31 hours.

Section 3: Injury Leave

Part-time employees, if injured bodily in the course of Village employment, shall be entitled to five (5) days of injury leave per calendar year, said injury leave to be non-cumulative, i.e., any unused portions may not be carried over to the following year.

Section 4: Cap on Part-time Officers

The Village agrees not to have more than eight (8) part-time officers employed at any given time, this would not include officers in the Academy.

ARTICLE 9
WAGES

Section 1: Full-time Employees

- A. Effective June 1, 2003, all employees covered by this contract will receive an increase of 3.0% of their annual base salary.
- B. Effective June 1, 2004, all employees covered by this contract will receive an increase of 3.0% of their annual base salary.
- C. Effective June 1, 2005, all employees covered by this contract will receive an increase of 3.0% of their annual base salary.
- D. Effective June 1, 2006, all employees covered by this contract will receive an increase of 3.0% of their annual base salary.
- E. Sergeants without certification will receive 5% over top pay of patrolman. All sergeants with certification will receive 10% over top pay of patrolman. Said increment will be added to member's base salary.
- F. Employees hired after 6/1/98 will start at 75% of the top rate of patrolman salary increased to 85% after 18 months of service and 100% after 36 months of service.

If in any calendar year during the term of the agreement, the annual CPI-U is greater than 5%, an additional ½% will be added to the member's base salary the following July 1st. If, during the term of the agreement in any calendar year the annual CPI-U is greater than 6%, an additional 1% will be added to the member's base salary the following June 1st (not cumulative).

Section 2: Part-time Employees

- A. Effective June 1, 1998, part-time police officers covered by this contract will receive the following hourly wage:

Patrolman 70% of starting pay for full-time police officers (based upon a 40-hour work week).

Patrolman after FTO 75% of starting pay for full-time police officers (based upon a 40-hour work week).

Section 3 - Deferred Compensation for Public Employees

The Village will provide for and administrate a deferred compensation plan for all interested employees.

Section 4 - Severance Pay

- A. The Village of Brockport shall continue to pay employees Blue Cross/Blue Shield premiums for a ninety (90) day period after an employee is laid off. Dental and eye care premiums shall also be paid by the Village for the same ninety (90) day period.
- B. An employee who is subjected to layoff will receive one (1) week's salary for each year of service, with a minimum of ten (10) weeks severance pay, upon severance in one lump sum and cash payment for any other documented time, pro rata. Payment shall be made on the regular pay day following severance.
- C. The Village of Brockport shall give sixty (60) days' notice to any employee prior to severance.

ARTICLE 10
EDUCATIONAL BENEFITS

Each full-time employee who has an Associate's Degree in Police Science or Criminal Justice or a Baccalaureate Degree or higher in any subject shall receive \$500.00 in additional base salary annually for an Associate Degree, B.S. or B.A. degree. In addition, the Village shall refund the full cost of tuition and books actually paid by a full-time employee to that full-time employee of the Village who has satisfactorily completed, during his employment, a course beneficial to his job and applicable towards a degree. In addition, the Village shall pay the cost of a training course beneficial to a full-time employee's job, any connected travel and lodging (provided the employee completes said course) for all courses beneficial to his job and those courses where the officer is matriculated in a Police Science or Criminal Justice curriculum and all acceptable electives in that curriculum. All other courses must be approved by the Chief of Police. If the employee chooses to attend a college other than State University College at Brockport, then the Village will pay the comparable cost of tuition and related cost at the SUNY Brockport rate. Final approval of all said courses must come jointly from the Chief of Police and the Board of Trustees, prior to the employee taking the course.

ARTICLE 11
SHIFT DIFFERENTIAL

Section 1: Allotment

All full-time and part-time members working shift hours that fall between 6 PM and 6 AM shall receive a shift differential of \$1.00 effective 06/01/00. Shift differential shall be paid for all hours worked between 6 PM and 6 AM.

All full-time members that receive some sort of regular shift differential shall continue to receive the same shift differential if there is a change in the member's regular duty hours that the member did not request.

Section 2: Permanent Shift Rotation

Shift differential is to be paid only to the members who worked the specified hours, except when a member is on a permanent shift rotation, at which time said members will be paid the shift differential for all hours worked.

Section 3: Daylight Savings Time

Any member working at 2 AM when time is set ahead in Spring and back in Fall will work to their regular quitting time and be paid for eight (8) hours.

ARTICLE 12 OVERTIME AND COMPENSATING TIME

Section 1: Work Week

All members of the Police Department shall be assigned to a regular work schedule for four (4) days on duty followed by two (2) days off duty. Any regularly scheduled work day shall consist of eight (8) consecutive hours.

Section 2: Overtime

All employees covered by this Agreement shall be compensated for all overtime worked at the rate of one and one-half times their normal hourly wage rate. Overtime shall be those hours worked over and above an officer's normal schedule in each payroll period and for all time worked over eight (8) hours in one shift.

Regular full-time employees shall be given first opportunity to work all overtime and to work all additional hours as deemed necessary by the Chief of Police. Overtime shall be defined as shift openings created by an officer's use of vacation, sick time, compensatory time, personal day, funeral leave or maternity leave. Overtime shall be assigned by seniority within rank as set forth below, first to an officer on his/her day off; second, to be split between two shifts; third, an officer may elect to work a double shift. An officer's day off shall be construed to mean that by working said overtime, an officer will still have eight hours off between shifts. If an opening is not able to be filled in the above manner, a part-time officer may fill the shift.

Except as provided in the Shift Strength Staffing Section (Article 27), the following applies:

1. If a police officer is unavailable to work any shift, then the option of working that shift goes first to a full-time police officer and then to a full-time sergeant.
2. If a sergeant is unavailable to work any shift, then the option of working that shift goes first to a full-time sergeant and then to a full-time police officer.
3. If the shift is still not filled, then the shift will be offered to a part-time officer.

Part-time employees shall be used to augment scheduled shifts by working Friday and Saturday nights from 8 PM to 4 AM, as well as Wednesday and Thursday nights 8 PM to 4 AM in accordance with Article 27, Section 2, subsection C. The Chief of Police may vary these hours by one hour.

Section 3: Compensating Time

- A. Police officers shall have the option to be compensated for overtime work at a rate of one and one-half times their regular rate of pay or to receive equivalent compensating time off for time worked beyond the normal workweek.
- B. Employees may accumulate a maximum of one hundred-sixty (160) hours compensating time at any one time. This amount shall increase if provided for by the New York State Police Retirement Board. Employees shall retain the option of using compensatory time prior to, during and following an employee's scheduled vacation period(s). The Village may make reasonable rules for ease of administration which shall be approved by the Stetson Club President.
- C. All employees shall be allowed to convert their compensatory time to cash payment upon request. Members may request cash payment monthly, upon three (3) weeks written notice. Payments will be made during the next available pay period following request. The Village may make reasonable rules for ease of administration which shall be approved by the Stetson Club President.

Section 4: Schooling

Recruit officer academy will be at straight time. In-service officers attending a five-day (Monday - Friday) school will receive Saturday and Sunday off and revert to his/her normal schedule the following week; however, when an in-service officer attends a five-day (Monday - Friday) school in a week when he/she is scheduled to work four days in the pay period, he/she will receive Saturday and Sunday off plus one more day with pay as compensation for the extra day worked.

Said extra day to be taken within fourteen (14) calendar days of the completion of the school.

A reasonable effort will be made to give the employee a mutually acceptable date for taking said extra day off but if no mutually acceptable date can be agreed upon, the Chief of Police will make the final determination as to which day the employee shall take off.

ARTICLE 13 CALL BACK GUARANTEE

It is recognized that due to the emergencies that arise in the conduct of the municipal services furnished by the employer, that upon occasion it is necessary for employees to be called back to work from their homes following their normal workday or to be called in on a normal day off. In the event of such a "call back", any employee who is called back shall be guaranteed a minimum of two (2) hours pay at one and one-half times the normal rate of pay.

Full-time officers will be given first opportunity to work the call back at the discretion of the Chief, as the need or emergency dictates.

ARTICLE 14 LONGEVITY

Section 1: Payment Scale

In addition to any other payment received, each full-time employee shall receive an annual lump sum longevity payment of \$90.00 for each year of service beginning the fifth year of service (i.e. 5th year = \$450 payment, 6th year = \$540 payment).

Section 2: Payment Date

All longevity lump sums are to be paid on the next pay date following the anniversary of the employee of the year the employee is entitled longevity.

ARTICLE 15

UNIFORMS

Section 1: Allotment

The Village will furnish all new employees and keep updated to the present employees the following items:

- One (1) bullet proof vest
- Four (4) summer shirts
- One (1) hat
- One (1) hat cover
- One (1) pants belt
- Four (4) winter shirts
- Two (2) pairs of shoes
- One (1) pair winter gloves
- One (1) winter Eskimo hat
- One (1) raincoat
- One (1) pair winter boots
- One (1) summer jacket
- One (1) leather jacket
- One (1) Each: gunbelt, holster, handcuff and case, and baton
- One (1) Each: collar brass, name tag, wallet case and badge
- One (1) shirt badge and coat badge
- Two (2) knit ties
- Four (4) belt-keepers
- One (1) ammunition case
- One (1) pair of rain rubbers
- Four (4) all-weather pants

Section 2: Replacement

All uniforms and equipment will be replaced as needed by the following procedure:

- A. That uniform item needing replacement shall be presented to the Chief of Police for his inspection and approval for replacement. Upon the approval of the Chief of Police, the Chief of Police will handle the ordering of the item and the delivery, unless other arrangements are made with the officer needing the article.
- B. In order to insure orderly and timely uniform replacement, uniforms shall be ordered and reimbursement made, on a date mutually satisfactory to the Village Clerk, Chief of Police and the members of the Police Department. For purposes of this contract, on each July 1st, the Chief of Police will pass out uniform request forms with the final order to be made by each on August 15th. In the event that emergency uniform replacement be necessary, the Village will waive the aforementioned schedule and procedure upon recommendation of the Chief of Police.
- C. Substitutions or exchanges of uniform items may be made if it is agreed upon with the Village, the Chief of Police and the Stetson Club.
- D. It is understood that all uniforms submitted and accepted for replacement shall become and are the property of the Village of Brockport. That upon the resignation or discharge of any member, all uniform items in the possession of that individual shall be turned in to the Village within seven (7) days of his actual leaving the employment of the Village.
- E. Each officer's bulletproof vest shall be replaced at the officer's request after five years.

Section 3: Uniform Cleaning

- A. All full-time members shall receive a yearly uniform cleaning allowance of two hundred fifty dollars (\$250) minus appropriate deductions. All part-time members shall receive a yearly uniform cleaning allowance of one hundred fifty dollars (\$150) minus appropriate deductions. Said payment to be made the first pay period after the start of each fiscal year.

ARTICLE 16

MILEAGE EXPENSE

Covered employees using their personal cars for Village business with the prior consent of the respective department head shall be reimbursed at the rate of \$.21 per mile. Claims for reimbursement shall be on such forms as the Village from time to time may designate.

ARTICLE 17

HOLIDAYS

Section 1: Holiday List

The following days to be considered holidays:

- a. Three (3) floating holidays to be designated by the Village
- b. New Year's Day
- c. Memorial Day
- d. Independence Day
- e. Labor Day
- f. Veteran's Day
- g. Good Friday
- h. Thanksgiving Day
- i. Day after Thanksgiving Day
- j. Christmas Day
- k. Martin Luther King Day

Section 2: Full-Time Payment

All full-time employees will be paid for these holidays whether worked or not at his/her then current rate and hours. Payment shall be for the calendar date of the actual holiday.

Section 3: Payment Date

All full-time employees shall receive a lump sum check on the first pay period in December for the thirteen (13) holidays during the year. In addition, all full-time employees, who work on a holiday, will be paid at time and one-half his/her regular rate of pay on the next pay period after the holiday involved. Any overtime worked on a holiday will be paid at double and one-half the employee's rate of pay.

Section 4: Part-time Payment

All part-time employees who work on a holiday shall receive one and one-half (1 1/2) times their regular hourly wage.

Section 5: Restrictions

Under no circumstances will an employee be entitled to holiday time and overtime both for the same hours worked.

ARTICLE 18

SICK LEAVE

Section 1: Accumulation/Restriction

Each full-time employee, after six (6) months of employment shall be entitled to one (1) week of sick leave. For each month worked or compensated for thereafter, each employee shall be entitled to accumulate one (1) day per month sick leave. Each employee may accumulate sick leave to a maximum of 260 days. All unused sick time may, at the

member's option, be converted to vacation time at the member's time of retirement or severance. The ratio for converting unused sick time to vacation time shall be two (2) unused sick days for each vacation day for the first sixty days unused sick time and four (4) unused sick days for each vacation day thereafter (i.e. 60 unused sick = 30 vacation; 68 unused sick = 32 vacation).

Section 2: Doctor's Certificate

Any employee using sick leave and being compensated therefore for three (3) or more consecutive days shall provide the Village with a doctor's certificate showing the nature of the illness involved. In addition, the Village may require examination of an employee by a doctor of its own choice at the Village's expense.

Section 3: Illness/Bodily Injury

Sick leave may be taken in the event of sickness of employee, which shall be defined as illness, bodily injury, or quarantine; or a full-time employee may take up to five (5) sick days per year for sickness or injury to a spouse or child where his presence at the hospital or home is necessitated.

Section 4: Forfeiture

No employee receiving sick pay for any time during a twenty-four hour period, beginning at midnight each day, shall work for an employer other than the Police Department. If an employee is so engaged, he shall forfeit sick pay for each such day, and will be subject to appropriate disciplinary action.

Section 5: Abuse

Any abusive use of sick leave will subject employee to appropriate disciplinary action.

ARTICLE 19
FUNERAL LEAVE

A regular, full-time employee who is excused from work because of death of his spouse, child or parent living with employee shall be paid his regular rate of pay for the scheduled working hours missed during the first one hundred twenty (120) hours following the death; and a regular full-time employee who is excused from work because of death in his immediate family, as defined below, shall be paid his regular rate of pay for the scheduled working hours missed during the first seventy-two (72) hours following the death, but all funeral leave benefits will terminate at the end of the day of the funeral. Not more than eight (8) hours per day or twenty-four (24) hours for any period will be paid under the provisions of this section. Time off with pay as provided in this section is intended to be used for the purpose of handling necessary arrangements and attendance at the funeral of the deceased member of the immediate family. Immediate family is defined to mean parents, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law and grandparents.

If an honor guard, pallbearer, or employee is required to attend a funeral on behalf of the Village, the employee is to receive funeral leave pay.

ARTICLE 20
PERSONAL LEAVE

Each employee shall be entitled to five (5) personal leave days. Except for emergencies, an employee wishing to take a personal leave day must give forty-eight (48) hours advance notice to the proper authority. Not more than two (2)

personal leave days may be granted consecutively, except for emergencies.

Personal leave days are non-cumulative. Any unused personal leave time shall be credited to the member's vacation time.

ARTICLE 21 VACATIONS

Section 1: Rules & Regulations

Vacation shall be governed by the rules and regulations of the Police Department.

Section 2: Schedule of Allotment

All full-time employees shall be entitled to vacations with pay earned on an annual basis determined from anniversary date in accordance with the following schedule:

<u>Length of Service</u>	<u>Vacation</u> (Calendar Days)
After 6 months, but less than 1 full year	5 days
After 1 full year, but less than 5 full years	10 days
After 5 full years, but less than 10 full years	15 days
After 10 full years, but less than 15 full years	20 days
After 15 full years, but less than 20 full years	25 days
After 20 full years	30 days

Section 3: Death or Termination

Upon death or termination, all of the employee's vacation time earned during the previous year, but not taken by the employee or paid by the employer, shall be paid to the employee or to his estate.

Section 4: Accumulation

Accumulations of over 30 days of vacation will be worked out between the employee and the Chief of Police as to the reasonable time for the employee to use up the overage.

Section 5: Applicable Salary Rate

Vacations shall be taken by the employees and paid by the employer on the basis of his applicable workday, week, and salary or hourly rate at the time he takes his vacation or is paid for it.

Section 6: Right of Determination

As far as possible, vacations shall be granted to employees at the time most desirable to them, but the final right to determine the time of vacation for any employee is expressly reserved to the Office of the Chief in order to insure orderly operations of its business.

Section 7: Payment

Vacation pay shall be paid to the employee at the commencement of his vacation.

Section 8: Time Vested

Vacation time vests as of each June 1, and additional time vests as of the employee's anniversary date thereafter.

ARTICLE 22 MATERNITY LEAVE

Any member of the unit who becomes pregnant while employed by the Brockport Police Department shall be given not more than six (6) months' leave of absence without pay. Such employee may continue working as long as the employee and

physician feel the employee can adequately perform her work. However, the Village shall retain the right to temporarily reassign such employee during the pregnancy if the Village deems it appropriate. In maternity cases, an employee will be allowed to use her accrued vacation, compensatory and sick time during the period of maternity leave. The employee has the right to be reinstated in a similar position of equivalent pay and benefits within six (6) months of the granting of maternity leave subject to the written approval of her attending physician.

ARTICLE 23

RETIREMENT

Section 1: Benefits

A. The Village will continue to offer the 20-year non-contributory retirement plan, Section 384-d and the 375-I plan of the New York State Policemen's and Firemen's Retirement System for all members of the Police Department, unless a member options to keep another retirement system that he is already part of and was obtained through his employment with the Village.

B. Effective 6/1/91, the Village will also provide retirement amendment 384-e to all employees.

Section 2: Employee Contribution

No contribution shall be required by the employees wishing to become members of the retirement system.

Section 3: Sick Leave Credit

All members are granted the application of unused sick leave as additional service credit (not to be paid in cash) upon retirement, up to 165 days.

ARTICLE 24
INSURANCE

Section 1: Health Insurance

Effective June 1, 2004, all full-time employees shall move to the Blue Choice Select Plan with the 5/20/35 drug rider with no contributions. Effective June 1, 2004, new employees shall pay 10% of the Blue Choice Select Plan or shall have no employee contributions if the employee chooses the Blue Choice Value Plan with the 10/25/40 rider.

Section 2: Alternatives

Alternatives to Blue Choice that are available to each employee covered by the Blue Choice plan shall be offered where the employee pays the difference between the alternative plan(s) and the Blue Choice which is fully paid by the Village.

Section 3: Dental Plan

The Village will provide the Blue Cross/Blue Shield Smile Saver Dental Insurance Plan IV for all full-time employees and their families at no expense to the employees. If a member elects to select the alternate dental plan through Guardian, he/she must pay the difference in premium over and above the cost of the Blue Choice Smile Saver program.

Section 4: Retired Employees

The Village agrees to continue the same medical coverage as outlined in this Article and the same Dental Plan as outlined in this Article for all employees after they retire.

Medical insurance benefit for retired employees: - If an employee works for a new employer that offers a comparable medical insurance plan, the employee will accept the new employer's plan while so employed. If new employment

terminates, the Village will once again cover the retired employee. In addition, if the employer accepts a plan through another employer whereby he/she is required to pay a portion of the premiums, the Village will reimburse the retired employee for the amount paid. This provision will extend from contract to contract for all retired members. Any dispute concerning the interpretation or application of this section between the Village and any retired member shall be settled through the grievance procedures as outlined in Article 29 of this agreement.

Section 5: Disability Insurance

The Village shall, during the term of this Agreement, continue to provide disability insurance through The Guardian Life Insurance Co. of America at no expense to the employee. (70% of weekly salary, \$350 maximum weekly benefit, 1-day waiting period for injury, 7-day waiting period for sickness, benefit period to extend to a max. of 52 weeks.

Section 6: Alternative Health Coverage

The Village shall pay for a health insurance buy-out program of \$1,500.00 per year (paid in quarterly payments at the end of each quarter) to employees eligible for family health insurance coverage, but who do not subscribe to it through the Village. The employee must have an alternate source of health insurance. If the alternate source becomes unavailable, the Village will again provide the insurance and cease payment of the buy-out.

Employees may elect to secure alternate health coverage which is substantially equal to the coverage as set forth in Sections 1 and 2 of this Article.

The Village shall pay each member who elects an alternative health coverage option \$1,500.00 per year (paid in quarterly payments at the end of each quarter) to employees

eligible. The employee must have an alternate source of health insurance comparable to the programs offered to other unit members. If the alternate source becomes unavailable, or if the member voluntarily chooses to discontinue the alternative coverage, then the Village will again provide the insurance and cease payment to the member as follows:

An employee may re-enter the Village insurance program under the following conditions:

- 1) "Qualifying Event" - loss of spouse's insurance allows immediate re-entry.
- 2) "Any other reason" - re-entry will be twice a year during the open enrollment period for the Village:

January 1 - February 1

August 15 - September 15

Section 7: Life Insurance

The Village shall provide life insurance for all full-time members at no cost to the member. This coverage shall include one times the member's yearly salary to a maximum of \$50,000.00.

ARTICLE 25

FALSE ARREST INSURANCE

- A. In the event a civil action is brought against a member of the Village of Brockport's Police Department in the performance of his/her duty for a false arrest, malicious prosecution, abuse of process, negligence, assault or battery, the Village shall provide the defense to said member and pay for any expense incurred as a result of such action. In the event said member desires to have counsel or his/her own choosing other than counsel provided by the Village, then he/she shall do so at his/her own expense.

The Village has procured and will continue appropriate liability insurance protecting its police officers.

- B. In the event that a police officer is named as a defendant in a civil lawsuit and the suit arises out of the officer's performance of his/her duties and is based upon actions taken by the officer which were within the scope of his/her employment and authority, whether on or off duty, the Village of Brockport shall indemnify the police officer and hold him/her harmless from all costs of defense and any resulting judgment emanating from a court of competent jurisdiction and awarding damages against the police officer, including compensatory, special, general, punitive or exemplary damages.

The Village of Brockport shall at its option, either furnish a defense for the officer or assume his/her reasonable attorney's fees and other reasonable costs of defense.

ARTICLE 26

JOB POSTING

Job openings of covered employment with the Village of Brockport will be posted within fifteen (15) days after vacancy occurs or a new title is created. Job posting shall be for a minimum of ten (10) days and will be posted at the Village Clerk's Office and the police station, and a copy of the job postings will be mailed, with the date posted, to the president of the Stetson Club. Upon hiring, the Village will notify the president of the Stetson Club of the new employee.

ARTICLE 27
SENIORITY

Section 1: Definition

Seniority is defined to mean the accumulated length of continuous service with the Village of Brockport, computed from the employee's first day of working employment after appointment. Seniority is based on rank, and in each rank upon length of continuous service. An employee's length of service shall not be reduced by time lost due to authorized leave of absence or absence due to a bona fide illness or injury certified by a physician not in excess of one (1) year. Seniority shall be lost and employment terminated if any of the following occur:

- a. Discharge
- b. Resignation
- c. Failure to return promptly upon expiration of authorized leave
- d. Absence for three (3) consecutive days without leave or notice
- e. Engaging in any other full-time employment during a period of leave
- f. Absence for illness or injury for more than one (1) continuous year.

Section 2: Shift Choice

Effective on April 1, 1983, and every April 1st thereafter, the Chief of Police will inquire from the members as to shift choice. Changes, if any, will be implemented no later than June 30th of that year. When making shift assignments or when filling a vacancy, the Chief shall notify the officers one (1) week in advance of the shift assignment or vacancy appointment and the officers may submit in writing their preference for a shift assignment or request for transfer to a vacant position. In assigning shifts or in filling a vacancy, the Chief shall base his decision on the following criteria: the needs of the department, performance, qualifications, experience, seniority, special training and

skills, education and request for assignment/transfer. If all other factors are equal, the assignment/transfer will be based upon seniority.

A. Temporary Assignment

A temporary assignment shall not be more than thirty (30) days in duration except that the duration of assignment may be extended provided that the extension is not made in an arbitrary or capricious manner.

B. Shift Assignment

Shifts shall be assigned by the Chief of Police and shall not be changed more often than every six (6) months, provided that temporary shift changes may be made because of vacation, schooling, sick leave or other manpower shortages or emergencies, but shall not be made to avoid the payment of overtime.

C. Shift Strength

- 1) Two full-time officers on "A", "B" and "C" shifts on Wednesdays, Thursdays, Fridays and Saturdays. ("A" Shift 10 PM - 6 AM; "B" Shift 6 AM - 2 PM and "C" Shift 2 PM - 10 PM).
- 2) Two full-time officers on "A", "B" and "C" shifts on Sundays, Mondays and Tuesdays but the Village could use one part-time officer if a scheduled full-time officer is not available for that shift.
- 3) For the purposes of the "B" shift only, Monday through Friday, the Chief of Police may count as one full-time officer only when one of the two full-time officers who have been scheduled to work is not available and the Chief is available to work road patrol and the Chief is within the Village limits.

- 4) The supervising officer in charge will have the option at his discretion to call in a third officer in the event that the shift becomes busy or an officer safety issue arises.
- 5) The Club agrees to allow the Village to use part-time officers on Wednesdays and Thursdays in the same manner specified in Article 12, Section 2, of the collective bargaining agreement in addition to using them on Fridays and Saturdays.

Section 3: Part-time

Part-time employees converted to full-time employment shall have his or her part-time service (time and leaves) prorated to full-time status. This shall apply to all benefits except in-house seniority. This in-house seniority will begin on the date of full-time employment.

Section 4: Re-examined

Any shifts implemented on June 1, 1983, shall be re-examined by the Chief on January 1, 1984, and once a year thereafter, except when a vacancy occurs.

ARTICLE 28 DISCIPLINARY PROCEDURE

To insure that the rights of the members are protected regarding this Agreement, questions may arise from time to time concerning the actions of the members of this department. Such questions may require prompt investigation by superior officers designated by the Chief of Police. To insure that such investigations are conducted in a manner conducive to good order and discipline, meanwhile observing and protecting the rights of each member of the force, the following rules of procedure are hereby established.

Section 1: Procedure

No employee shall be disciplined unless they are personally served with a notice of charges. Discipline shall be defined under Civil Service Law. Upon receipt of a notice of charges, the employee has the option of following the below enumerated procedures or procedure enumerated by Civil Service Law Section 75. The employee has ten (10) days to exercise his option in writing and deliver it to the Chief of Police.

The notice of charges shall be signed by the Chief of Police and shall set forth the basis of such alleged violation and the discipline which is sought to be imposed.

Before any disciplinary procedure is to be started due to a complaint from a civilian, a complaint form must be signed by the civilian stating the facts of the allegation and the officer in question. Said officer shall be given a copy of the complaint form prior to any action started against said officer. The complaint form will be made up by the Chief of Police and the Stetson Club. The officer must be given his Miranda rights whenever applicable.

Section 2: Members' Rights

A. The interview of any department member shall be at a reasonable hour, preferably when the member officer is on duty and during the daylight hours, unless the exigencies of the investigation dictate otherwise. A determination as to the reasonableness of the hour shall be at the discretion of the investigating officer.

B. Said interview shall be conducted at a location designated by the investigating officer, usually at the police headquarters. Said interview shall not be conducted at the member's home if he so requests.

C. The member shall be informed of the rank, name and command of the officer in charge of the investigation as well as the rank and name of the officer conducting the interview and the complete identity of all persons present during the interview.

D. The member will be informed of the nature of the investigation before any interview commences. If known, sufficient information to reasonably apprise the member of the allegations made should be provided. If it is known that the member interviewed is only a witness in the matter, he shall be advised of that fact.

E. The interview shall be completed with reasonable dispatch and reasonable respites shall be allowed. Time will also be provided for personal necessities, meals, telephone calls and rest periods.

F. The member has the right to receive copies, if available of all statements taken from witnesses in the investigation, free of charge.

G. The member has the right to have a Stetson Club representative and/or an attorney present during his interview. In such cases, the member shall be afforded reasonable time and facilities to contact and consult privately with an attorney of his own choosing and/or his representative of the Stetson Club.

H. If it is known by the investigating officer that a special report may result in disciplinary action against the member, no member will be ordered to write a special report regarding such disciplinary action, unless he is informed by the investigating officer of the reason for the report and that the report may result in disciplinary action. The member will be afforded twelve (12) hours to consult an attorney

and/or his Stetson Club representative, unless an emergency exists, before writing said special report.

I. The member shall be provided a copy of said special report.

J. In no event shall a member be ordered or requested to submit to a lie detector test.

K. Prior to interrogating an officer or requesting a special report which may result in disciplinary action, the employer shall provide a personnel complaint form which contains, but is not limited to, the complaint filed against the officer, the name of the complainant, and any other information which adequately appries the officer of the nature of the complaint filed against him.

L. The member shall have made available to him, any and all reports which he has submitted regarding said investigation.

M. The member of the Stetson Club, subject to such investigation by the Police Department, shall have the right to a copy of any statement he shall make to the Police Department, free of charge. No recording device is to be used during an interrogation unless the employee is advised in advance that one is being used and a transcript is supplied to the employee of said recording.

N. A member of the Stetson Club subject to such an investigation by the Police Department shall not be subject to any offensive language nor, except as provided herein, shall he be threatened with transfer, dismissal or any other disciplinary punishment nor promise or reward shall be made as an inducement to answering questions.

O. A member shall be tendered a copy of any warning, reprimand, or memorandum entered in his personnel file.

P. A member of the Stetson Club subject to such investigation by the Police Department, shall suffer no reprisals, directly or indirectly, for exercising his rights under this section.

Section 3: Notice of Proposed Discipline

At the employee's election, filed with the Chief of Police's office within ten (10) days of the service of the Notice of Proposed Discipline, the following procedure shall apply:

Step 1: The employee shall be entitled to a meeting to present his position to the Chief of Police within five (5) days of receiving the Notice of Proposed Discipline.

Step 2: The employee may elect to accept the proposed discipline that the Chief of Police dictates or he is entitled to pursuing the matter through the grievance procedure established in Article 29.

ARTICLE 29 GRIEVANCE PROCEDURE

Section 1: Declaration of Purpose

Whereas the establishment and maintenance of a harmonious and cooperative relationship between the Village and the Stetson Club is essential to the operation of the Police Department, it is the purpose of this procedure to secure, at the lowest possible administration level, equitable solutions to alleged grievances of employees of the Police Department.

Section 2: Definitions

"Grievance" shall mean any alleged violation of the application of terms or provisions of this Agreement, and claimed violation, misinterpretation or equitable application of existing rules, procedures, regulations, or administrative orders of the department which relate to health or safety of the employee, physical facilities, equipment furnished to employees; provided that such grievance shall not include other matters which are otherwise reviewable pursuant to law or any rule or other regulation having the force and effect of law.

"Immediate Supervisor" shall mean the employee or officer on the next higher level of authority above the employee wherein the grievance exists and who normally assigns and supervises the member's work and approves his time record or evaluate his work performance.

"Days" shall mean, unless otherwise specified, all business days.

"Aggrieved Party" shall mean any person or group of persons in the negotiating unit filing a grievance.

"Party in interest" shall mean any party named in a grievance who is not the aggrieved party.

Section 3: General Procedure

General procedure - all grievances shall include the name and position of the aggrieved party, the identity of the provision of law, if applicable, this agreement, policies, etc., involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known to the

aggrieved party, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

Except for informal decisions at paragraph "5", Stage 1 (a), all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions and supporting reasons thereof. Each decision shall be promptly transmitted to the aggrieved party and the Stetson Club.

If a grievance affects a significant number of unit members and appears to be associated with system-wide policies, it may be submitted by the Stetson Club directly at Stage 2 described below.

The Village and the Stetson Club agree to facilitate any investigation which may be required and to make available to the aggrieved party all pertinent information not privileged under law in its possession or control which is relevant to the issues raised by the grievance.

Except as otherwise provided in Section 5, Stage 1, any aggrieved party and any party in interest shall have the right at all stages of the grievance to confront and cross-examine all witnesses called against him to testify and to call witnesses on his own behalf, and to be furnished with a copy of any minutes of the proceedings made at each and every stage of this grievance procedure.

No interference, coercion, restraint, discrimination, or reprisal of any kind will be taken by the Village or by any higher ranking officer against the aggrieved party, and party in interest any representative, or any other participant in the grievance procedure or any other person by reason of such grievances or participation therein.

Forms for filing and processing grievances and other documents necessary under the grievance procedure shall be jointly prepared by the Village and the Stetson Club. The Chief of Police shall provide for the printing of the appropriate forms. All documents, communications and records dealing with the processing of the grievance shall be kept in a confidential file separate from the personnel files of the participants.

Any party may request that an official stenographic record be kept of any hearing pertaining to the filing of an alleged grievance. The party requesting such stenographic service shall pay the costs thereof.

Section 4: Time Limits

Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended only by mutual agreement.

Unless the written grievance is submitted at the appropriate stage within five (5) business days after the aggrieved party knows the act or condition on which the grievance is based, no written grievance will be entertained and such grievance will be deemed waived.

If a decision at one step is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed discontinued and further appeal under this agreement will be barred.

Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party and the Stetson Club within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the

time which would have been allotted had the decision been communicated by the final day.

Section 5: Grievance and Review

Stage 1 - Submitting Grievance to Stetson Club

- A. A member of the negotiating unit having a grievance will discuss it with the Stetson Club president or his designated officer to decide if there is justification for a grievance. If there is justification for a grievance, then the Stetson Club president or designee will discuss the matter with the Chief of Police with the intent of resolving the matter informally. In the event that a member of the unit has been aggrieved, but elects not to file a grievance, the Stetson Club may institute grievance proceedings where the nature of the grievance may have an effect upon the membership of the Stetson Club.

Stage 2 - Written Grievance to Chief of Police

- A. If after five (5) days, the grievance is not resolved informally, it shall be reduced to writing and presented to the Chief of Police. Within two (2) days after the written grievance is presented to him, the Chief of Police shall, without any further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing, and present it to the Stetson Club president or designee.

Stage 3 - Appeal to the Village Mayor

- A. If the aggrieved party and/or the Stetson Club are not satisfied with the decision at Stage 2, he/she may submit the grievance to the Mayor of the Village of Brockport by written notice within five (5) days of the decision at Stage 2.

- B. The Mayor will hear the matter promptly within ten (10) business days and will issue his/her decision not later than ten (10) business days from the date of close of the hearing or if oral hearings have been waived, then from the date of the final statements and proofs are submitted to the Mayor. The decision of the Mayor will be in writing and will set forth his/her findings of fact, reasoning and conclusions on the issues.
- C. The Mayor will have no power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this agreement.

If the aggrieved party and/or Stetson Club is not satisfied with the decision at Stage 3, the grievance shall be submitted to binding arbitration within ten (10) days of the decision at Stage 3. The parties to this Agreement agree to be bound by the rules of procedure for the Public Employment Relations Board in binding arbitrating their grievances, and shall share equally in the cost of such arbitration.

Section 6: Arbitrator

After reviewing oral and written statements and testimony presented at such hearing, the arbitrator shall respond in writing to both parties to the dispute within thirty (30) days following the close of such hearing. The decision of the arbitrator shall be final and binding upon both parties to the dispute.

Section 7: No Strike - No Lock-Out

For the duration of this Agreement, members of the unit will not engage in, conduct, encourage, or assist in any strike or concerted interruption in police activities. Nor will the employer lock out any of the members of the unit or

cause or be responsible for the same. This will not be interpreted to mean that the Village shall not have the right to discipline as authorized by law.

ARTICLE 30 NEGOTIATION PROCEDURES

Section 1: Duration

The terms and conditions provided in this Agreement shall remain in effect until May 31, 2007, or until altered by mutual agreement in writing between the parties.

Section 2: Ratification

While no final agreement shall be executed without ratification by the Stetson Club and the Village, the parties mutually pledge that their representatives shall have all necessary power and authority to make proposals, consider proposals and reach compromises in the course of negotiations.

Section 3: Re-negotiation Date

The parties agree to begin negotiations for a successor agreement no later than six (6) months prior to the expiration date.

ARTICLE 31 GENERAL PROVISIONS

Section 1: Alter Agreement

Before the Village adopts any changes which affect wages, hours, or any other term and condition of employment of the negotiating unit which is not covered by the terms of this Agreement and which had not been proposed by the Stetson Club, the Village will notify the Stetson Club in writing that it is considering such a change. The Village will have the right to

negotiate such items with the Club, provided it files such request with the Club within fifteen (15) days after receipt of said notice.

Section 2: Contrary Rules

This Agreement shall supersede any rules, regulations, or practices of the Village which shall not be contrary to or inconsistent with its items. The provisions of this Agreement shall be incorporated into and be part of the established policies of the Village in relation to the negotiating unit.

Section 3: Individual Arrangements

Any individual arrangement, agreement or contract between the Village and an individual member of the negotiating unit, heretofore executed, shall be subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual arrangement, agreement or contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

Section 4: Applicable Law

It is understood and agreed by both parties that the benefits conferred by this Agreement are subject to the applicable provisions of law.

Section 5: Violation of Law

This Agreement and all provisions herein are subject to all applicable laws, and in event of any provisions of this Agreement being held to violate such laws, said provision shall not bind either of the parties, but the remainder of this Agreement shall remain in full force and effect as if the invalid or illegal provision had not been a part of the Agreement.

Section 6: Rules and Regulations

All rules and regulations of the Brockport Police Department not covered in this contract shall be covered by General Orders of the Police Department and/or the administrative regulations promulgated by the Chief of Police or the Mayor, and as are included in the Rules and Regulations of the Police Department of the Village of Brockport, in the event said Rules and Regulations are inconsistent with the terms of this Agreement, then and in such event, the terms of this Agreement shall control.

Section 7: Gender Recognition

Any reference contained herein that refers to a specific gender is meant to be inclusive of both genders without prejudice.

ARTICLE 32 WORKING CONDITIONS

Section 1: Snowstorms

In the event of hazardous snow conditions whereby it appears that any full-time Village employee is unable to get to his place of employment, said employee shall not lose his regular day's rate of pay nor any of his personal leave days, upon the approval of the supervisor in charge.

Section 2: Police Department

Police Department vehicles will be replaced when they reach 75,000 miles or sooner if safety warrants. Each vehicle shall have new tires on a regular basis, a tune-up every 5,000 miles. In addition, each vehicle will undergo weekly safety inspections by a Village mechanic. The Police Department and Department of Public Works will coordinate their efforts in

these regards and in the change, every 2,500 miles, of oil filters in the vehicles.

Section 3: Weapons

Each officer will be issued a .45 caliber semi-automatic pistol and a box of ammunition. In addition, each officer will receive an additional box of ammunition per year. All weapons will be inspected yearly by a qualified gunsmith and replaced if the gunsmith finds them to be inoperable or unsafe.

Section 4: Mandatory Training

Employees of the Brockport Police Department will have mandatory training in weapon qualification, self-defense, O. C. "pepper spray", etc. for a minimum of 24 hours per year. In addition, the Village will endeavor to send its officers to as many other training classes and/or seminars as possible.

Section 5: Other Training

Training, other than weapon qualification, will be set up through Public Safety Training Center, Federal Grant or with other Monroe County police agencies.

Section 6: Part-time Training

Part-time officers shall be sent to basic training school and trained in police work and their weapons prior to their working in the capacity of a Police Officer as defined in the rules and regulations of the police department.

Section 7: Funeral Detail

At the discretion of the Chief of Police, a funeral detail, including cars or cars and manpower, will be sent to the funeral of police officers of our county or adjoining counties.

Section 8: Personal Items

An officer shall be compensated for the replacement cost of personal item or items lost or damaged beyond repair or for the cost to repair a damaged personal item or items, provided that the loss or damage is caused without his negligence and is incurred while he is on duty or actually conducting police business. Loss will be documented by appropriate report and turned over to Command Officer before end of shift, unless physically unable to do so.

ARTICLE 33 SEVERABILITY

In the event that any provision of this Agreement between the parties shall be held by a court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such agreement shall not be affected thereby, but shall be continued in full force and effect. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days on written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

ARTICLE 34 DISSOLUTION OF VILLAGE OF BROCKPORT

Before any political subdivision of the State of New York has to take over the Village of Brockport and/or the employees covered under this Agreement, the political subdivisions involved in taking over the operation of the Village must meet

and negotiate the takeover and the impact it will have on the employees with the Club before any referendum on the dissolution is made.

ARTICLE 35

CIVIL SERVICE LAW AND LEGISLATIVE APPROVAL

Section 1: Limits of the Law

It is hereby understood and agreed that this Agreement and each and every part hereof is subject to the provisions where applicable, of the New York State Civil Service Law, any rules, regulations, provisions, ordinances, resolutions, or actions of any kind or nature of the State or local Civil Service Commission or personnel officer (all collectively referred to as the law) and shall be construed and enforced only to the extent allowable and within the limits of the law, as if such law were a specific amendment to this Agreement.

Section 2: New York State Civil Service Law

PURSUANT TO SECTION 204-a OF THE NEW YORK STATE CIVIL SERVICE LAW, IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed by their duly authorized representatives.

FOR THE BROCKPORT STETSON CLUB:

Chy E. Carby
Stetson Club - President

FOR THE VILLAGE OF BROCKPORT:

Josephine C. Natula
MAYOR

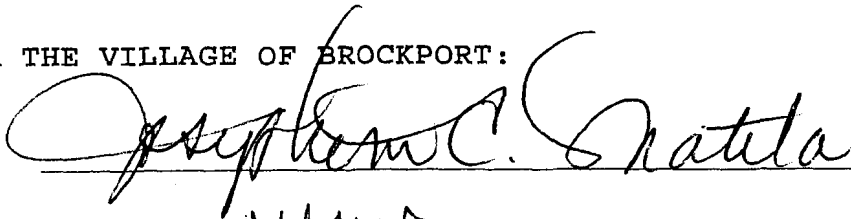
DATE:

8-9-04

IN WITNESS WHEREOF, the parties have hereto caused this Agreement to be executed by their duly authorized representatives.

FOR THE BROCKPORT STETSON CLUB:

FOR THE VILLAGE OF BROCKPORT:



MAYOR

DATE: 8-9-04